

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KARINA R. OBRADO

408. HARRISON Gardens

HARRISON NJ. 07029

(In the space above enter the full name(s) of the plaintiff(s).)

- against -

METRIO Honda
540 Route, 440 North
NEW Jersey City

NEW JERSEY.
07305

Hudson.

ATTORNEY Rosal T. Drasin.

COMPLAINT

Jury Trial: Yes No

(check one)

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

I. Parties in this complaint:

A. List your name, address and telephone number. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff

Name

Street Address

County, City

State & Zip Code

Telephone Number

KARINA R. OBRADO
408 HARRISON Gardens
Hudson - HARRISON
N.J. 07029
862-452-3981

B. List all defendants. You should state the full name of the defendants, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1

Name Metayo Honda
 Street Address 540 Route 440 North
 County, City Hudson JC. NJ. 07305
 State & Zip Code NJ 07305

Defendant No. 2

Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

Defendant No. 3

Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

Defendant No. 4

Name _____
 Street Address _____
 County, City _____
 State & Zip Code _____

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. There are four types of cases that can be heard in federal court: 1) Federal Question - Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case; 2) Diversity of Citizenship - Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case; 3) U.S. Government Plaintiff; and 4) U.S. Government Defendant.

A. What is the basis for federal court jurisdiction? (check all that apply)

Federal Questions Diversity of Citizenship
 U.S. Government Plaintiff U.S. Government Defendant

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue?

Federal Trade Commission (FTC)
Consumers fraud act (CFIA)
Fair & Accurate Credit Transactions (FACT)
Truth in Lending Act (TILA)
Uniform Commercial Code (UCC)

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship U.S. citizen

Defendant(s) state(s) of citizenship U.S. citizen

III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? Metro Honda
Dealership in Jersey City NJ. 07305
540 Route 440 north.

B. What date and approximate time did the events giving rise to your claim(s) occur? I walked
into the Dealer at 9 Am, 8/24/2009
walk out with keys in hand at 11 pm.

C. Facts: See attached. Details.

This CASE ARISES IN a long list of Federal
AND State Violations. UNDER THE CONSUMER
LAUD ACT. (CFA). FEDERAL TRADE COM
(FTC) THE CONSUMER LEASING ACT (CLA)
FAIR AND ACCURATE CREDIT TRANSACTION
(FACT). (TILA) (TRUTH IN LENDING ACT)
UCC = UNIFORM COMMERCIAL CODE.

Sales Person & loan officer took
ADVANTAGE OF ME. MAYBE BECAUSE
I'M A WOMAN OR DISABLE
I WAS INEXPERIENCED OF THE MOTOR IND.

Sales Person CHASE Bedea - Main Person
& JOHN LIZARES.

loan officer.

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?

IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received.

I AM A PERMANENT DISABLE
PERSON WITH A VERY RARE ILLNESS.
I ALSO HAVE A VERY LOW IMMUNE SYSTEM
I PREFER TO OWN A VEHICLE UNTIL I AM
NO LONGER ABLE TO DRIVE. I DUE
TO MY CONDITION.

I CAN GET REAL SICK IN PUBLIC
TRANSPORTATION. I AM ALSO DIABETIC

V. Relief:

State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.

I WOULD LIKE THE COURT TO PROVIDE
JUSTICE TO THE MONIES PAID ON THE
VEHICLES AND I DO NOT HAVE NOTHING
IN POSSESSION ACCORDING TO THE LAW.

IF METRO HONDA IS FOUND GUILTY OF
ALL VIOLATION WILL PREFER TREBLE DAMAGES
PLUS PUNITIVE DAMAGES.

THIS PROBLEM HAS GENERATED A
LOSS OF OVER \$31,329.24
NOT ADDING THE LAST VEHICLE I
PURCHASED FOR ALMOST 7,000.

UNITED STATES DISTRICT COURT

OF NEW JERSEY

CIVIL CASE

11/12/15

**Karina Robredo
408 Harrison Gardens
Harrison NJ 07029
Cell# 862-452-3981**

I, Karina Robredo, I have been looking for a relief of the violation of the State and Federal Laws violated by: METRO HONDA DEALERSHIP IN JERSEY CITY NJ.

The last intent I did was with AMERICAN HONDA MOTOR CORPORATION INC. LEGAL DEPARTMENT. Located on: 1919 Torrance Boulevard, Torrance, California 90501. Number 1-800-999-1009 CASE #04173855; "per Regional Manager Darryl "said that the case was closed.

I am looking for JUSTICE, DUE TO THE INJUSTICE DONE BY AMERICAN ARBITRATION ASSOCIATION. Arbitrating the case under Credibility and not by the FEDERAL LAWS VIOLATED BY METRO HONDA DEALERSHIP IN NJ. I submitted evidences to prove my case and all has been ignored by American Arbitration Association.

The first case #18-434 E00762-12 was arbitrated under the Consumer Fraud Act with American Arbitration Association however; they did not want to arbitrate at the Federal Level. The first Arbitration was closed for no Jurisdiction NO AWARD LETTER WAS GIVEN See E-mail BELOW RECEIVED FROM AAA.

Karina R

Cell# 862-452-3981



From: Lois Rosinski <Rosinskil@adr.org>
To: 'Karina R' <robredo70@yahoo.com>
Sent: Tuesday, April 16, 2013 8:42 AM
Subject: RE: Karina Robredo and Metro Honda 18 434 762 12

Karina,

As advised on March 18, 2013 the Arbitrator advised he has no further jurisdiction on this matter, therefore, this case filed would remain closed.

Lois

Lois Rosinski

Case Manager - Consumer ADR Operations

American Arbitration Association

950 Warren Ave.

East Providence , RI 02914-1414

<http://www.adr.org/>

T:401 431 4993

F:866 644 0234

I was able to reopen a New Case #18 434 E0044-13 with Arbitrator Rolando Torres who arbitrated the case under credibility and not on evidence presented. (**See Exhibit 1**) award letter.

Karina Robredo, respectfully submits a brief explanation as to how this purchase of a new vehicle was transformed into the biggest nightmare I ever had with the Dealers violating various Laws at the Federal Level and Arbitrator continue to ignored me and my plea to create justice.

This entire case is base on **Fraud** living me in financial hardship and Physical and Mental Distress.

It is true the statement submitted on this case was entirely, with **Prejudice!** Meaning that a "preconceived judgment or opinion an adverse opinion or leaning formed without grounds or before sufficient knowledge.

The previous case (AAA # 18-434-E-00762-12), was under Consumers Fraud Act N.J.S.A. 56:8-2 Fraud In connection with sale or Advertisement of merchandise. Bait and Switch N.J.A.C. 13:45A-45-26A.4. I spoke over the phone with Mr. Bethea with intention to Finance a New Vehicle after assurance of qualification of my Nissan Pathfinder for \$4,500.00 credit on cash for clunkers

program. The first hearing was in violation of amendment 6, of the U.S. Supreme Court, "right to testify on my behalf". How can I judgment be given when this case is entirely on Contract Law and Violation of Consumers Fraud Act not Criminal case based on Character. I did not bring this claim before because this Arbitration was on the Violation of the Consumers Fraud Act as stated above at State Level and that is the reason why Attorney; Koulikourdis, who was representing me was willing to re-arbitrate at no additional cost. (See Exhibit 2.) At Federal level I would have to pay a new fee for Attorney services however I am in debt and could not afford a new Attorney fees.

The General Provisions of the contract contain violations of State and Federal laws and the Statute of Limitations under F.T.C. ACT: **The Law does not apply.** The integrity of the contract is sham again the statue of limitations does not apply; U.S.A. - F.T.C. Case *Suntrup Buick – Pontiac-GMC Truck, INC ETAL DC# 3779.*

BRIEF ON THE SALE OF 2006 CR-V

On August 22, 2009; spoke to Mr. Chace Bethea over Telephone (number at the time was 201-451-7111 ext 1202), with the intention to buy a new vehicle with the program (Cash Allowance Program) "he said come in to the Dealer and see your car and I work something out".

Walked in to Metro Honda on Saturday August 22, 2009 and looking to buy a new vehicle doing a trade with the Cars Allowance Rebate System, program Created by President Obama (See EXHIBIT 2); estimated rebate was \$4,500.00. In addition, I told given of my deposit of \$7,000.00 to lower my Monthly payments due to my fixed income receiving Social Security Disability. He stated that he was too busy and to comeback on Monday August 24, 2009 "The last day for the cash for clunkers program". We have plenty of new vehicles to sell, I had in mind to buy the Honda CR-V and he said "we have more than enough new Vehicles". I had done my research as to what kind of vehicle wanted to purchase and was certain as to how much I could manage to afford monthly.

On Monday august 24, 2009 we proceeded with the transaction to buy a new vehicle following the cash for clunkers program again for new and used vehicles (more efficient) created by President Obama Executive Summary. I gave Mr. Chase Bethea a check of \$7,000.00 to put on hold a white new CR-V (there was only 2 CR-V color white and the other Black); Mr. Bethea, sent me home to get the title of my Pathfinder (trade in)and the second set of keys, after he had done a credit check with a high score of 750 and a car-fax of my trade in Vehicle. He stated that I had "0% finance or .09 and the trade of my Nissan Pathfinder was full \$4,500.00" and he was going to start my paper work

to speed the process.

After I had returned to the Dealers with the key and title, they had sold the new white CR-V.

So I asked Mr. Bethea, what happened with my \$7,000.00 deposit. As a corrupted sales person he pursues for me to buy a used 2006 CR-V, however I had done my homework and I was aware of the used vehicles estimated price. I finally agree to purchase the 2006 used CR- V. I negotiated \$5,000.00 from the \$19,061.00 sales tag to \$14,061.00 FINAL PRICE NEGOTIATED SHEET (See EXHIBIT 3). Due to the high 40,000 millage of the vehicle; the Floor Manager lowered the amount in addition to the down payment of \$7,000.00 Down I had given for the **White NEW 2009 CR-V**.

In Addition when I called Mr. Bethea, prior to me walking into the Dealers, I have said to Mr. Bethea that I had **never purchase a vehicle from a Dealers** and it was my first time. " He said hi will do the best deal i ever had. This is the worse nightmare i had in my life. We made the transaction and took him a long time (walked into the Dealers at 9:00 am and left at 11:00 pm the night); he gave copies of regular white black copies the keys and said that I was going to get my first statement about 30 days or more being that they were back up because the cash for clunkers sales " we are not getting vouchers on time. Left the Dealership about 11:00 pm; with the vehicle, and a yellow folder. In n the manila folders there was No Installments agreement or contract given to me, again had no knowledge of what documents I had to received because I don't work there and never did a purchase from a Dealer! with keys on hand went home.

On October 2009, I received my first statements with high monthly payments was not what I had calculated. Did not know why my payments were so high, went back to the Dealer and spoke to Mr. Bethea. He stated that I did not qualify for lower interest rate. I asked to speak to a Loan officer or Manager who approved the transaction and he said that he was no longer there that I could not change the contract and to apply with a bank to get a car loan somewhere else.

I was able to get a car loan, in 2010 and in around May 2010, I also received the installment payment contract that I never sign.... (See EXHIBIT 4) **Installment Agreement for 2006 CR-V**). **Attorney and witness, from Metro Honda continue to lie and said that I sign the contract. In spite of my signature not being clear they claim I sing; the Seller's Signature does not appear in either contract. How add is that? That makes a contract voidable. Violation of the Federal Law.**

JUNE 28, 2010, (See EXHIBIT 4) I went to Metro Honda after I received the contract or the first time from US Bank acknowledge the paid in full of the 2006 Honda CR-V, I did not understand any of those figures and went back to the Dealer for an explanation of all those amounts. Nothing

made sense to me.

Spoke to Dexter Sander, Sales Manager who instead he put me into a deeper problem by selling a **NEW HONDA CR- V BUT WITH a Lease not a purchase CONTRACT (SEE EXHIBIT 5)**. In addition to Dexter Sanders Sales Manager and John Lizares did the paperwork however the sales transaction of the 2010 CR-V was directly with Dexter Sanders not John Lizares where the contract was to lease not purchase. During both hearing, John Lizares and Chace Bethea are **both Lying under oath about me admitting on signing the contract During Arbitration for my understanding this is Perjury**. Signature is not even clear and why they did not sign the contract that made this contract voidable). Even if i had sign the contract, if the amount in question are not correct i have the right to void the transaction, this was a car sale involving huge amounts of money involved. Under Business Law a contract not sing by both parties is voidable or neither parties.

This case was not based on a person looks or character. This case was entirely under the violations of C.F.A... *Truex V.Ocean Dodge, Inc. 219 Super.44 (A.D., 1987)*. U.S.A. – F.T.C. V. *Ganley Ford West, Inc. DC# 1223269*, Metro Honda failed to disclose and apply the \$5,000.00 negotiated specific dealer's discounts is deceptive practices. **(See EXHIBIT 3), Last amount agree with Sales Manager on the purchase of the 2006 used CR-V**

During our first conference call, on September 27, 2012 Arbitrator, Amrom, requested to hire an Attorney and so I did. It is clear that the Arbitrator acted Bias or with Prejudice in this case that has more than enough **Hard or Concrete evidence** that both transaction are fraudulent with specific details of the violations of the C.F.A. Consumers Fraud Act. *Truex V.Ocean Dodge, Inc. 219 Super.44 (A.D., 1987)*

My questions were! How this transaction was calculated? Why the change of interest financed from **0% or .09 % to 9.25%, (See EXHIBIT 6)**, additional insurance, The entire transaction from Metro Honda by Mr. Bethe, failed to disclose requirements by F.T.C. TILA and CLA implementing Regulation M, and Z. There is no excuse for these violations; Metro Honda is fully liable for such violations.

U.S.A - F.T.C. V. Dunphy Nissan, Inc corporation Serge Naumovsky officer of corporation. DC# C3924. February 2000. It is proven, that Metro Honda violated provisions of the Federal Trade Commission Act 15, U.S.C.45-458 as amendment the Consumer Leasing Act, 15 U.S.C. 1667-1667f as amended, and its implemented Regulation M, 12 C.F.R. 213, as amended and the Truth in Lending Act, 15 U.S. C. 1601-1640-1667.

Law, Parole Evidence: If the parties to a contract set forth its terms in a confirmatory memorandum (ace of a deal), in writing intended as their final expression, the terms of the contract cannot be contradicted by evidence of any prior agreements or oral agreements. The agreement set of the first car 2006 Honda CR-V agreed was \$14,061.00 nowhere in the computer generated contract this amount is found. (See EXHIBIT 3 AND 4), final price negotiated in writing. The contract was very contradicted in all terms.

Unconscionable: A contract is one that is unfair and one-sided that enforcing it would be unreasonable, the amount of the Honda CR-V had a high interest rate why? And is this unconscionable? Under FTC, and KBB the average price of a used Vehicle of the kind is about \$15,000 the total amount on contract was \$28,439.00 which doubles the amount on the final written negotiation previously provided (See EXHIBIT 3 AND 4) final price negotiated in writing. The contract should had being be void. (N.J. Stat. Ann 56:8-2) Statute a. broadly prohibits unfair or unconscionable acts, deceptive acts. (N.J. Stat. Ann 56:8-4) The state has adopted a number of regulations.

Duration of an ongoing contract: A single contract may specify successive performance but not indicate how long the parties are required to deal with one another. Either party can terminate the ongoing contractual relationship in good faith reasonable notification should be given. I intended to fix this problem for more than one occasion out court with no success, October 2009, in June 2010, December 2011, till Present. The contract was actually disseminated by the Salesperson Chace Bethea in 08/24/09 and Dexter Sanders Sales Manager in 06/23/10. Mrs. Sanders leased a vehicle to put the burn on me to pay for Mr. Bethea mistake and they did not want to take the blame but sooner or later I realized what they had done. If i do not work why would i had Lease a Vehicle when it will be driven once or 2 times a week?

The Statute of Limitations: The law does not apply, Under the FTC and TILA, because the contract is unconscionable. The contact cannot be enforced it is grossly unfair. If the seller takes advantage and is proven that the amount of the sale of good should be equal to the amount paid. This contract cannot be enforceable. Mr. Bethea took advantage of me based on Vulnerability being a first time car buyer from a Dealer. In addition being an ongoing contract the 2010 CR-V was repossess in July 2012, for nonpayment. Again Statute of Limitations under F.T.C. ACT: **The Law does not apply**, based on several Federal and State Violations. Please See: U.S.A. - F.T.C. Case *Suntrup Buick – Pontiac-GMC Truck, INC ETAL DC# 3779*.

Under N.J. Consumers Protection on unfair and Deceptive Acts and Practices Statutes: Available remedies public enforcement, (N.J. Stat. Ann 56-8 8) Equitable relief, (N.J. Stat. 56-8-8,

56-8-14, 56-8-15), restitution for consumers, (N.J. Stat. Ann 56-8-13), Civil penalty amount for initial violations (up to \$10,000 for first offense, \$20,000 for second and subsequent offense.

Attorney Drasin, For Metro Honda provided witnesses who are dishonest and lie under oath on both Arbitration's. sales person John Lizares, lie several times stating that in the previous Arbitration of February 7th 2013 "I agree of signing the contract", this is perjury again. I NEVER AGREE VERBALLY NOR IN WRITING OF ANY SIGNATURES ON THE FIRST CONTRACT, (NEVER SAW THE DOCUMENT UNTIL 2010) of the first vehicle and is written in every report presented why would I had waited 9 months to fix the problem. This is called illegal behavior, misconduct, **financial crime and Scam.**

The Uniform Commercial Code (UCC): The National Average price of a new CR-V with taxes fees in 2015 is \$28,000.00 with no Money down. Metro Honda sold the Lease Contract of the New CR-V for over \$40,000.00; still above the average price Nationwide. A used CR-V with 40,000 miles in 2015 average is \$15,000.00 with a monthly payment of \$221.00 per month. **I was paying over \$450.00 per month for the 2010 CR-V. Is this fraud or not?** Taken 3 vehicles away and left with no car after paying over \$25,000.00. I could had purchase a smaller vehicle and be payoff at this moment.

Internal documents sent to Attorney Koulikourdis and Associates Clearly states that the Lease of a 2010 CR- V was \$45,895.29 OVER \$20,000 MORE OF A RETAIL PRICE and the 2006 CR-V was sold for 28,439.60 (SEE EXHIBIT 4). This is the only document that clearly states the actual amount of each vehicle. Is this the fair market price for these 2 vehicles? F.T.C. TILA AND CLA, Metro Honda fails to implement

The Second Arbitration case is based on the Violations of FTC and it's General Provisions which includes Fair and Accurate Credit Transactions. Misrepresentation of transaction, contract false or misleading. Failure to disclose or failure to adequately disclose Lease and Credit terms. Failure to disclose required information. Dealer violations of CLA and TILA U.S.A - F.T.C. V. *Dunphy Nissan, Inc* corporation *Serge Naumovsky officer of corporation. DC# C3924.*

In conclusion: Neither Arbitration litigated the case implementing the Law violated by Metro Honda. first Case was closed for no Jurisdiction Second Arbitrator litigated the case character. This was not a criminal case. This Case is about the violations of Federal and States Laws in the sale of a vehicle (Fraud). I have proven the truth that Metro Honda purposely committed fraud and violated several Federal Laws. **" Federal and State regulations are to be implemented not ignored. I am sure that Metro Honda and its employees are aware of how to prepare a contract and follow its**

rules they know not to violate the rules.

For the second hearing which was denied by Arbitrator Torres, award letter (See EXHIBIT 1). Arbitrator Torres, also based the case on credibility and not the evidence presented. I have a financial loss of over \$30,000.00 with 3 years 3 times my yearly Disability Income. Dealers Attorney Mrs. Drasin, also allege Harassment on my part when my life has been miserable due to such high Financial Loss leading to physical pain and mental aggravation. They had intimidated me by ruin my credit, taking my money and 3 vehicles in their possession to be resold by Metro Honda and left with no vehicle. My question who? Is harassing who? When I am also in collections with almost \$6,000.00 in debt. This problem continued to torment me for more than 3 years. The Metro Honda and Mr. Betheas, had all my financial status; (See EXHIBIT 7) Credit report and applicant information they distress my life for the past 3 years not even being able to provide food on my table. Had to purchase a used vehicle in 2012, because my health condition. I could also have kept my old trade or buy another vehicle with \$7,000.00, I had in cash. Did they take advantage because I was disabled? Or I am a woman? With no experience of the Dealers corruption? I am also including the interest rate for used and new cars provided by the I reported the interest rates for the State of New Jersey based on the Federal Reserve System from **2009 to 2013, was FICO Score used 3.171 new 3.144. was I robbed?**

Consumer Fraud Act N.J.S.A. 56: 8-2

Bait and Switch, unlawful practice, the negotiation of the \$5,000.00, it was not deducted and was the final agreement. Please See Exhibit. Undervalued of the vehicle traded in, under cash for clunkers my Pathfinder qualified for \$4,500.00 credit. Loan agreement, how did the Loan Officer came out with an unconscionability interest rate of 9.26 % when the average is about 2.5 to 3.5 percent See: attached rate provide by KBB Dealer scam and offered to trade in: I was looking to buy an new vehicle not rent I do not work why should I lease a vehicle?

Federal Trade Commission Act of 1914 (FTC), Amended in 1938 15.U.S.C. -45

Advertising: The act, as amended in 1938, authorizes FTC to prohibit "unfair or deceptive acts or practices." is to ensure that consumers are not misled by deceptive advertising. The FTC procedure is through a complaint of a consumer or competitor. Similar to the CFA, FTC also attacked deceptive price advertising, misleading, and unfair.

Bait and Switch: Metro Honda fail to deliver the advertise vehicle and switched the price of the vehicle.

The FTC Statutes: Consumer Credit Protection act, (TILA) the Truth in lending Act of 1968. 15. U.S.C. -1601

Credit: Requires creditors to disclose certain loan terms, so that prospective debtor understands the contract and can shop around for the best financing arrangements. TILA cover transactions less than \$25,000.00; such as retail and installments loans, car loans, home improvements loans and certain small real estate loans. If transaction falls into TILA: Disclosure rules are found in **regulation Z**, this regulation includes a model to be used to disclose to consumers' detailed information, **Amount Finance and APR.** Example: If you purchase a \$10,000 car on credit from a dealer. The dealer also offering credit must disclose the finance charge and the annualized percentage rate on the loan. This means that the dealer **MUST** inform of the total interest charges to be paid over the life of the Loan as well as the percent of interest applicable to the loan. The Dealer **MUST** tell you the number of payments, the dollar amount of each payment and when the payment is due. The Dealer **Must disclose any terms** applying to prepayment – such as whether an interest penalty attaches if the loan is prepaid.

It is evident that Metro Honda has violated many of FTC, TILA, Regulation Z, Regulation M and (UCC) Article 2 the sale of goods: (UCC) 2-201-3B, 2-302, 2-607-3-A, 2-713. Creditors that violate the terms of TILA, Federal Agencies, Including FTC and the Justice Department, may sue the violator. Criminal penalties include one year in Jail and \$5,000 fine for each violation. " TILA was designed to be enforced primarily through lawsuits filed by consumers acting like private attorney generals, these suits use an objective standard in determining violations of TILA; it is not necessary to prove that the plaintiff –consumer was actually deceived but only that the credit agreement at issue is deceptive".
(United States Court), U.S.C. F.T.C. vs. Timonium Chrysler, INC. d/b/a Don White's Timonium, Chrysler Jeep Dodge Section 4 of the Act, 15 U.S.C. -44

Violations of the Federal Trade Commission Act. "The acts and practices of respondent as alleged in this complaint constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a)."

Consumer Leasing Act, (CLA) Regulation M: The Consumer Leasing Act (15 USC 1667 et seq.) (CLA) was passed in 1976 to assure that meaningful and accurate disclosure of lease terms is provided to consumers before entering into a contract. It applies to consumer leases of personal

property. With this information, consumers can more easily compare one lease with another, as well as compare the cost of leasing with the cost of buying on credit or the opportunity cost of paying cash. In addition, the (CLA) puts limits on balloon payments sometimes due at the end of a lease, and regulates advertising.

Federal laws requires all motor vehicle sales to disclose all terms and conditions of a loan, per conditions of the vehicle new or used, test drive, advertisement transaction and fees, **having enough vehicles to sell**, according to the APR of 0% for qualified buyers. Did I qualify for 0% finance? Violations of Consumer Leasing Act TILA Metro Honda Fail to disclose Lease terms, fail to disclose credit terms. TILA: violations of regulation Z, disclosure of term and conditions of Loan. "USA FTC vs. DUNPHY NISSAN, INC a corporation and SERGE NAUMOVSKY, individual and officer of the corporation", I should had left Metro Honda with a New Vehicle with a 0% Finance.

If Arbitrator finds all facts within this counterclaim to be true, the settlement of this claim is monetary relief of treble damages as case is within merit. I would like to have a fair hearing not bios as previously adjudicated. On 12/12/13, Arbitrator Torres requested a brief describing how each transaction was connected one vehicle to the other, to provided detailed account and concrete evidence supporting brief. This case was reopening by the **AAA Sue Anne Esterly-Parrish Case Filing Specialist**, inspected by a Supervisor. Most important, the opening of a new claim had to provide violations of Federal Laws occurred. If evidence presented supports my claim, Arbitrator, has the right to enforce the law under AAA RULE -23: Enforce order under applicable Law such as: FTC and the TILA, misrepresentation of advertisement, Transactions, failure to disclose Lease and Credit Terms, Regulation M, Regulation Z.

I am not looking for free money; I am looking to get back the monies I paid which are not a monetary award but a refund of monies paid. Chace Bethea, infected a sample sale of a vehicle. The violations of General Provision were made by Metro Honda and its employees. The (3) vehicles involved in this case probably were sold and paid off to Metro Honda. This transaction resulted in harassed, stressed, worried, and tense. Finally my only mistake was to tell Mr. Bethea that it was my first time buying a vehicle from a dealer, **Vulnerability** was my only mistake. I am permanent disable which increases my physical health to be worried, sick, nervous, and afraid in financial debt with no Vehicle and upset for the Harassment I encounter by Metro Honda. Lastly Financial Hardship Metro Honda I am placed since December 2011. The case was reopened under FTC and TILA laws clearly violated during both transactions. If this case has full merit to be heard by a fair Judge. The action of Mr. Bethea was premeditated and his behavior is neither legal nor moral. I am seeking

monetary relief. I am a victim of a scam prepared by Metro Honda and its employees.

Any loan officer can see the fraudulent transaction, and he was correct two other Dealers revised the contracts and agreed. (See EXHIBIT 4). In 2015, I meet someone who had purchase a **NEW 2006 HONDA CR-V** in 2006 and was able to provide a copy of her vehicle with additional features, such as leather seats and vehicle was purchase at another Dealer. This person had a lower credit score and was given a very low interest rate. However it was too late to provide this document to American Arbitration Association. If I had to appeal the case I had 30 days from date of award letter 12-23-2014, meet this person the following year around may 2015. AAA based the case on credibility and not under the **CONSUMER FRAUD ACT**.

Treble Damages

1. Lastly, according to section 56:8-19 of the Consumer Fraud Act, person victimized by these unlawful practices is entitled to treble damages, or threefold the damages sustained. N.J.S.A. 56:8-19. It is clear that Metro Honda has committed at least one, if not multiple unlawful practices. The next step is to determine whether the plaintiff suffered any ascertainable loss. *Cox v. Sears roebuck & company, 138N.J. 2 at 22(N.J., 1994)* as listed above. I had expended a large amount of money, time in relation to a transaction that violated State and Federal Laws. I pay out at least \$26,000.00 towards a vehicle that I do not own plus attorney fees of \$3,500.00, Purchase of another vehicle for almost \$7,000.00, mail copies for unnecessary losses and punitive damages. It is also significant that according to 56: 8-19, and the use of the word, "shall" indicates that once a violation of the consumer fraud act is determined, and there was ascertainable loss associated with misconduct, that treble damages are mandatory, not discretionary. *Sears24, Seer V EMK Motors, Inc 187N.J. super 465 (N.J. Super. A.D. 1982)*.

Thank You

Karina Robredo

11/12/15

CERTIFICATION OF SERVICE

I, KARINA ROBACCO, certify that a copy of my motion was served
(Name of Moving Party)
by Mail on 11/18/2015 upon:
(Mail, Personal Service, etc.) (Date)

Metro Honda
(Name of Opposing Party)
540 Route 440 North
Jersey City NJ.
07305
(Address of Opposing Party)

R. Robacco
Name (Signature)



2015 NOV 18 A 11:13

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U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
OILFRK

APPENDIX K. SCHEDULE OF FEES

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Office of the Clerk

Schedule of Fees

The Clerk of the District Court is required to collect the following fees:

Commencing any civil action or proceeding other than an application for writ of <i>habeas corpus</i>	
Filing fee - \$350 plus \$50 Administrative Fee (inapplicable to IFP)	\$ 400.00
Application for a writ of <i>habeas corpus</i>	5.00
Filing a Notice of Appeal in any case	
Fee includes \$5 district court fee (28 U.S.C. § 1917)	505.00
Filing a Notice of Appeal to District Judge from a Judgment of Conviction	
by a Magistrate Judge in a Misdemeanor Case	37.00
Certificate of Search, per name or item	30.00
Certification of any document	11.00
Exemplification of any document	21.00
Filing miscellaneous paper (any document not related to a pending case or proceeding)	46.00
Registration of foreign judgment	46.00
Admission of Attorney to Practice (including certificate)	200.00
Duplicate Attorney Certificate of Admission	20.00
Certificate of Good Standing to Practice	18.00
Admission to Appear <i>Pro Hac Vice</i> (each case)	150.00
Paper copies made by Clerk (not including certification), per page	.50
Reproduction of audio recording of a court proceeding	30.00
Retrieval of first box of records from Federal Records Center or National Archives	64.00
Retrieval of additional boxes from Federal Records Center or National Archives, per box	39.00
Any payment into the Court which is returned or denied for insufficient funds	53.00
Processing fee for a petty offense charged on a federal violation	25.00
Commencing a civil action under Title III of Cuban Liberty and Democratic Solidarity (LIBERTAD) Act of 1996 (This fee is in addition to the fee for commencing a civil action.)	6,355.00

**CHECKS AND MONEY ORDERS SHOULD BE MADE PAYABLE TO:
CLERK, UNITED STATES DISTRICT COURT**

May 1, 1987

Amended effective December 18, 1996; April 1, 1997; January 1, 1998; February 1, 2001; July 1, 2001; October 1, 2002; November 1, 2003; June 1, 2004; February 7, 2005; March 22, 2005; April 9, 2006; November 1, 2011; June 1, 2012; May 1, 2013; December 1, 2013, December 1, 2014.